

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

IN RE: : **CASE NO: 19-61279-WLH**
: **CHAPTER: 13**
:
HAVARD LEE CHESTER, JR. :
Debtor :
:

NOTICE OF FORBEARANCE AGREEMENT EXTENSION

Community Loan Servicing, LLC fka Bayview Loan Servicing, LLC (hereinafter “Creditor”), secured creditor of the above-entitled Debtor(s), hereby provides notice that Creditor and Debtor(s) have entered into a Forbearance Agreement Extension due to the impact of COVID-19. The Forbearance Agreement Extension relates to the loan ending in **0868**, hereinafter “Loan”, which is secured by the real property located at **6130 WHEATFIELD COURT, POWDER SPRINGS, GA 30127**. Under the Forbearance Agreement Extension, payments due under the Loan are suspended beginning with the payment due on **12/01/2020**, through and including the payment due **05/01/2021**.

This Notice does not constitute an amendment and/or modification of the Loan. Creditor, at this time, does not waive any rights to collect the payments that come due during the forbearance period after the forbearance plan ends. Furthermore, Creditor does not waive its rights under other applicable non-bankruptcy laws and regulations, including, but not limited to, RESPA, and the right to collect any post-petition escrow shortage. During the forbearance period Creditor may continue to file notices in compliance with Fed. Rule Bankr. P. 3002.1.

Because of the uncertainties surrounding how long this pandemic will last, Creditor will work with Debtor(s) or Debtor(s)' counsel to determine when Debtor(s) will be able to resume making mortgage payments and when/how the Debtor(s) will cure the delinquency created by the forbearance period (“forbearance arrears”). Once the forbearance plan ends and the Creditor and Debtor(s) or Debtor(s)' counsel agree on an appropriate repayment or loss mitigation program, Creditor will file a

notice or an amended/supplemental claim consistent with local practice.

Creditor does not waive its rights to seek relief from the automatic stay for reasons other than non-payment of the Mortgage, including, but not limited to, a lapse in insurance coverage or non-payment of property taxes.

This Notice does not constitute an amendment or modification of the Debtor(s)' plan of reorganization, and does not relieve the Debtor(s) of the responsibility to amend or modify the plan of reorganization to reflect the Forbearance Agreement, if required.

Respectfully submitted,

Rubin Lublin, LLC

By: /s/ Lisa F. Caplan

Lisa F. Caplan

GA State Bar No. 001304

Rubin Lublin, LLC

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Attorney for Creditor

CERTIFICATE OF SERVICE

I, Lisa F. Caplan of Rubin Lublin, LLC certify that I caused a copy of the Notice of Forbearance Agreement to be served by depositing a copy of same in the United States Mail in a properly addressed envelope with adequate postage thereon to the said parties as follows:

Havard Lee Chester, Jr.
6130 Wheatfield Court
Powder Springs, GA 30127

Richard K. Valldejuli, Jr., Esq.
2199 Lenox Road, NE
Suite A
Atlanta, GA 30324

Nancy J. Whaley, Trustee
303 Peachtree Center Avenue
Suite 120, Suntrust Garden Plaza
Atlanta, GA 30303

This 13th day of January, 2021

/s/ Lisa F. Caplan
Lisa F. Caplan
GA State Bar No. 001304
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